

SUPERINTENDENT'S CONTRACT

This Contract is entered into this 1st day of November 2013, by and between the Board of Education for Dawson Springs Independent School District (hereinafter referred to as the "Board") and Leonard T. Whalen (hereinafter "Superintendent").

- WITNESSETH -

WHEREAS, this Contract is made in accordance with and contingent upon the action of the Board as taken at a regular meeting held on October 21st, 2013, whereby the Board voted to employ Leonard T. Whalen as Superintendent of the Dawson Springs Independent School District in accordance with the provisions set forth herein; and

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of the Dawson Springs Independent School District ("District") as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board of Education for Dawson Springs Independent School District.

NOW THEREFORE, the Board and Superintendent, agree as follows:

1. Term: The term of this Contract shall commence on November 4, 2013 and terminate on June 30, 2017, unless terminated sooner under the provisions of paragraph 5 of this Contract. The Board shall take action and notify the Superintendent in writing no later than January 30, 2017, concerning the renewal or non-renewal of this Contract.

2. Professional Certification and Responsibilities of Superintendent:

a. Certification: The Superintendent shall furnish throughout the life of this Contract a valid and appropriate certificate to act as superintendent in the Commonwealth of Kentucky.

b. Acknowledgment of Good Health: The Superintendent represents and acknowledges to the Board and as an inducement for the Board to employ him as Superintendent, that to the

best of his knowledge and belief he has no medical, physical or mental disability, nor a previous drug or alcohol problem which would impair his ability to perform his duties as Superintendent.

The Superintendent further agrees to have a comprehensive medical examination during the time period from July 1, 2013 and June 30, 2014, and annually thereafter. The Superintendent agrees to direct that the physician performing said examination certify as to the physical and mental competency of the Superintendent which certificate shall be filed with the clerk or secretary of the Board and treated as confidential information by the Board. The cost of said medical examination and certificate shall be paid by the Board.

c. Contract Days: This Contract requires the services of the Superintendent for two hundred forty (240) days per year. If the Superintendent elects to be away from the job for five (5) or more days consecutively, this shall be subject to Board approval. In the 2013-2014 school year, Superintendent shall work the pro-rated amount of days equal to his initial year of employment from November 4, 2013 to June 30, 2014.

d. Duties: The Superintendent agrees to perform well and faithfully the duties of superintendent and to serve as chief executive agent of the Board, having such powers and duties as may be prescribed by law or by the Board from time to time. It is understood and agreed that the Superintendent, as chief executive officer of the Board, shall be in charge of District affairs, and the Board, individually and collectively, will refer matters before the Board to the Superintendent for study and recommendation. However, this referral shall not prevent the Board from taking action on matters before the Board if the Board desires.

e. Outside Activities: The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this Contract. However, the Superintendent, with the prior approval of the Board, may undertake speaking engagements, writing, lecturing, or other professional duties and obligations which do not impede or conflict with the Superintendent's duties. The Superintendent, with prior written Board approval and in

the Board's sole discretion, may be allowed time to further the Superintendent's formal education at a recognized college or university without loss of pay or annual leave during the months when school is not in session at the Superintendent's sole expense.

However, if the Superintendent elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer or for such attendance, the time involved with such functions shall not be considered as part of the 240 required working days and the Board shall not pay the Superintendent's expenses involved with such functions.

3. Compensation and Fringe Benefits:

a. Salary: The annual salary paid to the Superintendent during the first year of this Contract shall be ninety-three thousand dollars (\$93,000), to be paid in equal monthly installments on the same pay schedule as all other certified employees. The salary in each subsequent year shall not be less than the salary paid in the preceding year, and the Superintendent shall receive in each subsequent year the same annual percentage increase provided by the Board as mandated by the Kentucky General Assembly for other certified employees in the District. In determining whether the Superintendent should receive an increase in compensation, the following factors shall be taken into account by the Board in its annual evaluation of the Superintendent: increase in student test scores; financial solvency of the District; community relations; timely evaluation of faculty and staff; personal professional improvement; and improved culture of the schools and District as a whole. Any decision regarding future increases for the Superintendent shall be at the complete discretion of the Board.

b. Insurance: To the extent the Superintendent is required to contribute premium payments to maintain a family plan of coverage under the Commonwealth's health and dental insurance plans, the Board shall reimburse the Superintendent contribution for said premium payments. This provision shall continue until the Superintendent's spouse obtains employment

where her insurance premiums are paid by her employer for a maximum period of one year from the Superintendent's date of employment. In the event the Superintendent's spouse is unable to find employment where her insurance premiums are paid by her employer within one year from Superintendent's date of employment, the parties agree to negotiate in good faith any extension of this obligation.

c. Sick and Personal Days: The Superintendent shall be entitled to ten (10) days of paid leave per year for illness, which may accumulate without limit, and three (3) paid days per year for personal reasons. Any personal days not used within the school year shall roll over into the Superintendent's accumulated sick days. The Superintendent shall be permitted to transfer all sick leave accumulated as of November 4, 2013.

d. Retirement Benefits: The Superintendent shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board Policy.

e. Professional Meetings and Organizations: Subject to the discretion and prior written approval of the Board, it will pay the membership dues for professional organizations the Superintendent seeks to join.

The Superintendent may attend appropriate professional meetings and conferences at the local, regional, and state level and one (1) national level event annually at the Superintendent's choice. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an authorized statement is submitted to and approved by the Board. In consideration of the irregular work schedule and significant time demands of the office of Superintendent, the Board shall reimburse the cost of the Superintendent's spouse accompanying the Superintendent one time per year to a professional activity attended by the Superintendent.

f. Technology Reimbursement: The Board will purchase the Superintendent's current laptop from the Gallatin County School District where he is currently employed and shall replace said laptop as needed, subject to the advance, written approval of the Board.

g. Relocation Allowance: In consideration of the anticipated expense of relocation from the Superintendent's existing residence to the Dawson Springs area and the agreement between the Board and the Superintendent for him to reside in the Dawson Springs area for so long as he serves as Superintendent, the Superintendent shall be granted a one-time relocation allowance of three thousand dollars (\$3,000) within one year of employment so as to offset the expenses associated with establishing residence in the Dawson Springs area. In addition, the Board will pay the reasonable rent and utilities for the Superintendent for a period of up to six months from November 4, 2013. In the event the Superintendent is unable to find suitable housing within that period, the parties agree to negotiate in good faith any extension of this obligation.

h. Term Life Insurance Premiums: The Board shall pay or reimburse Superintendent for the premium for term life insurance in the amount of \$65.10 per month.

i. Professional Liability Insurance: The Board shall pay the premium for the Superintendent's professional liability insurance.

4. Annual Evaluation: The Board shall annually provide the Superintendent with an evaluation pursuant to KRS 156.101 and 704 KAR 3:345, with periodic opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.

5. Termination of Employment Contract:

a. Expiration of its term;

b. Mutual Agreement: The parties may terminate this Contract by mutual agreement evidenced in writing by both parties. In the event the Superintendent resigns his employment

with the Board prior to the termination date of this Contract, he shall reimburse the Board for the following expenses: relocation costs, temporary housing expenses, and professional dues for the current year in which the Superintendent resigns his employment to take a position as a superintendent in another school district.

c. For Cause: The Parties recognize the authority of the Board to discharge the Superintendent from his position for cause as set forth under state or federal law or other Board policies or regulations.

The parties additionally acknowledge and recognize that the Superintendent is viewed by students, teachers, administrators and the community as a role model and that as such the Board expects the Superintendent not to violate any statutory law regarding the use of intoxicating beverages, controlled substances, or any other conviction of a statutory criminal offense with the exception of routine traffic violations. To the extent that the Superintendent is convicted of any such offense under any court in any state of competent jurisdiction, the Board may by a four-fifths (4/5) vote of its members discharge the Superintendent from his employment without any further obligation to compensate him or provide other benefits under this Contract.

The Superintendent by execution of this Contract acknowledges and understands that this provision holds him to a stricter standard of conduct than otherwise provided by law, and he voluntarily waives any defense he might otherwise have at law as to the Board's authority to terminate his employment under this provision. He further waives any and all claims for any relief that he may have arising from the Board's action under this provision. It is clearly understood that the Board's remedy under this section is established as a contractual right to which the Superintendent voluntarily agrees.

d. Death: The Superintendent's death shall terminate this Contract and shall terminate the Superintendent's rights to all salary, compensation, and fringe benefits effective as of the date of such death.

e. Permanent Disability: The Superintendent shall be deemed to be "permanently disabled" or shall be deemed to be suffering from a "permanent disability" under the provisions of this Contract if a physician selected by the Board provides a written opinion that the Superintendent will be permanently (or for a continuous period of 12 calendar months) unable to substantially perform the usual and customary duties of the Superintendent's employment. During any period in which the Superintendent is unable to substantially perform the usual and customary duties of his position but is not "disabled" under this subsection, he shall be entitled to utilize accumulated sick leave, but the Board shall have no further obligation to him. In the event the Superintendent becomes "permanently disabled" then his employment and all rights to compensation and fringe benefits shall terminate effective as of the date of such disability determination.

6. Indemnity: The Board agrees that to the extent insurance or similar coverage is afforded to the Board, the Board shall defend, hold harmless, and indemnify the Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District provided same arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent a conflict exists regarding the defense to such claim between the legal position of the Superintendent and the legal position of the Board and/or District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the cost of the legal defense to the extent that insurance or similar coverage is afforded to cover same.

7. Miscellaneous: To the extent the Superintendent desires to have any of the allowances he may receive redirected to a tax-deferred account, the District will do so provided it is not required to pay any additional sums as a result of the redirection. The Superintendent will

rely upon his own tax advisors in determining the tax consequences of all provisions in this Contract and has not relied upon the Board or District for any tax advice.

8. Savings Clause: If, during the term of this Contract, a specific clause of the Contract is determined to be illegal under federal or state law, the remainder of the Contract not affected by such ruling, and shall remain in force.

9. Execution in Counterparts: This contract may be signed separately in counterparts, which shall be binding as if the parties each signed the same document.

WITNESS OUR HANDS the day and date first above written.

By: Leonard T. Whalen
Leonard T. Whalen, Superintendent

Board of Education for the Dawson Springs
Independent School District, Kentucky

By: Earl Menser
Earl Menser, Chair